STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

TDS Metrocom, Inc. Petition for Arbitration of Interconnection Terms and Conditions and Related Arrangements with Illinois Bell Telephone Company d/b/a Ameritech Illinois Pursuant to Section 252(b) of the Telecommunications Act of 1996	))))))	No. 01-0338

CORRECTED DIRECT TESTIMONY

OF

THERESA M. BATES

On Behalf of

AMERITECH ILLINOIS

Dated: May 22, 2001

ISSUES

TDS-33	TDS-78
TDS-34	TDS-80
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OFFICIAL FILE

ILL. C. C. DOCKET NO. 01 0338

Ameritech Exhibit No. 12

Witness

Date 6-22-01 Reporter CB

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Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Theresa M. Bates. My business address is Three Bell Plaza, Room 720H5, Dallas, Texas 75202.

Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A. I am employed by SBC Management Services as Area Manager – Collocation in Network Regulatory.

Q. AS AREA MANAGER – COLLOCATION – NETWORK REGULATORY, WHAT ARE YOUR GENERAL DUTIES?

A. My primary responsibility is to represent network interests and policies on regulatory and wholesale market issues that impact the networks of Southwestern Bell Telephone, Pacific Bell, Nevada Bell, the Ameritech companies and Southern New England Telephone.

Q. PLEASE BRIEFLY SUMMARIZE YOUR WORK EXPERIENCE AND EDUCATIONAL BACKGROUND.

A. I have been employed in telecommunications for 19 years. Prior to my SBC Network Regulatory/Collocation position, I was employed at SWBT from 1996 to 2000 in the positions of Account Manager, Area Manager and Regional Service Manager. I was responsible for negotiations and management of Interconnection and Resale agreements between SBC and Competitive Local Exchange Carriers (CLECs). As the primary point of contact for CLECs operating in SBC's 13-states, I served as the centralized point for customer interface with regard to initial start-up, resale/interconnection implementation and OSS implementation. From 1994 to 1996 as a SWBT Manager – Network Engineering Mechanization, I

managed the development of 5 state interdepartmental engineering management systems for finance. From 1992-1994, I worked for SWBT as Manager – Network Switch Engineering where I researched and obtained costing data for Nortel DMS, AT&T 5 ESS, 2B ESS, 1A ESS central offices. From 1991 to 1992, I worked in Network Operator Services as Manager – OS Marketing/Sales managing product segments and supporting sales. As Manager – OS Facilities from 1987 to 1991, I managed and administered on-line operations of the NTI (Northern Telecom) DMS 100/200 Traffic Operator Position Systems (TOPS) for the North, West and East Texas area and implemented growth plans for new generic switch upgrades. Prior to 1987, I worked for AT&T Communications in various roles (planning Operator Services' facilities and switching equipment for Missouri, Oklahoma, Kansas, Arkansas) and assumed additional financial, supervisory and administrative roles.

I have a Master of Business Administration with a major in Telecommunications from the University of Dallas, Dallas, Texas, and a Bachelor of Science, major in Management and minor in Economics from Texas Woman's University, Denton, Texas. I also have completed network switching and many other training courses sponsored by the Bellcore/Telecordia, Southwestern Bell, AT&T, Northern Telecom, Ericson as well as TRA.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to address several unresolved issues regarding Collocation in the proposed Interconnection Agreement between TDS and Ameritech Illinois.

Q. WHAT ARE THE UNRESOLVED ISSUES THAT YOU WILL ADDRESS IN YOUR TESTIMONY?

A. I will address the following issues:

- Technical feasibility of and reasonable conditions for adjacent arrangements (Issues TDS-33 through TDS-36, TDS-38 through TDS-40, TDS-66)
- Documentation ~~and~~ Requirements (Issues TDS-71, TDS-73)
- Equipment permitted to be collocated (Issues TDS-78, TDS-80)
- Intervals (Issues TDS-90 through TDS-94, TDS-101, TDS-102)

TDS-33

Q. WHAT IS ADJACENT STRUCTURE COLLOCATION?

A. Adjacent Structure Collocation is an arrangement required by the FCC in instances where the eligible structure – the "central office" – is exhausted and has no room for physical collocation. Importantly, adjacent structure collocation is limited to the ILEC's premises – thus it is often referred to as adjacent "on-site" collocation.

Q. IS TDS'S DEFINITION OF "ADJACENT LOCATION" CONTRARY TO THE FCC'S RULINGS?

A. Yes, because TDS's proposed "Adjacent Location" would occur on property that is not on Ameritech Illinois' premises. TDS's proposed definition for "Adjacent Location" is inconsistent with all FCC orders on collocation, as well as the Act and decisions by federal courts of appeal. The Act is very clear that, by definition, collocation can only occur "at the premises of the local exchange carrier." (Act, § 251(c)(6).)

In its *Order on Reconsideration*, the FCC made clear that adjacent collocation is limited to property owned, leased or controlled by the ILEC — the ILEC does not have to permit collocation on adjacent property not owned, leased or controlled by the ILEC. (¶ 44.) In that Order, the FCC also promulgated a revised definition of "premises" that precludes adjacent collocation on property that is not owned or controlled by the ILEC. (*Id.*; 47 C.F.R. 51.5 (premises defined to include "all buildings and similar structures owned, leased, or otherwise controlled by the incumbent LEC that house its network facilities, all structures that house incumbent LEC facilities on public rights-of-way and all land owned, leased, or otherwise controlled by an incumbent LEC that is adjacent to these structures.") In FCC 99-48 (the "706 Order"), the FCC stated that collocation can only occur "at the premises of the local exchange carrier." (¶20.) The FCC further clarifies that "in a physical collocation arrangement, a competitor leases space at a LEC's premises for its equipment." (706 Order, ¶19, n.27.) It is clear that collocation can only occur on the ILEC's premises. CLEC equipment not on the ILEC's premises cannot, by definition, be considered collocated equipment.

The U.S. Court of Appeals for the D.C. Circuit recently affirmed that adjacent collocation is permissible, but only to the extent that such collocation is offered "on the LEC's 'premises.'" *GTE Serv. Corp. v. Federal Communications Comm'n*, 205 F. 3d 416, 425 (D.C. Cir. 2000). There is simply no support for TDS's contention that it be permitted to "collocate" in adjacent *off-site* locations, and Ameritech Illinois should not be required to provide such collocation.

Q. HAS THE ILLINOIS COMMISSION ALREADY ADDRESSED COLLOCATION ARRANGEMENTS OFF OF AMERITECH ILLINOIS PREMISES?

A. Yes. In Docket No. 99-0615, the Illinois Commerce Commission agreed with Staff and Ameritech Illinois "that the FCC, in imposing a duty to collocate at the premises of the ILEC did not contemplate off-site arrangements." Order, dated 8/9/00, ICC Docket No. 99-0615, pages 13-14. The Commission further noted that off-site collocation is ~~in~~ inconsistent with the notion that the ILEC determines where a CLEC may collocate its equipment and thus would be inconsistent with *GTE*. *Id.* at 14. As Staff noted, "because adjacent off-site collocation would, by definition, be at a place other than the premises of the ILEC, Staff does not believe the Commission can legally require that this type of arrangement be tariffed." *Id.* at 13.

Q. DOES AMERITECH ILLINOIS OFFER INTERCONNECTION, AS OPPOSED TO COLLOCATION, AT LOCATIONS OFF OF THE ILEC'S PREMISES?

A. Yes. The advent of local competition under the 1996 Act brought ILECs and CLECs together to negotiate terms and conditions for collocation on the ILEC's premises as well as interconnection off the ILEC's premises. Interconnection is an option available to CLECs that are interested in interconnecting with Ameritech Illinois but are not collocated on Ameritech Illinois' premise. Such an option is available under the terms and conditions for interconnection, rather than the terms and conditions for collocation. Similarly, it is appropriately priced as interconnection, not as collocation.

Q. TDS SEEKS TO INVOKE THE 'ADJACENT LOCATION' METHOD FROM CALIFORNIA. PLEASE DESCRIBE THE CALIFORNIA OFFERING.

A. The Adjacent Location "offering" in California is a required method of Interconnection which was ordered by the California commission to be provided by Pacific Bell. Moreover, it is a very limited offering that allows a CLEC to connect *via copper cable only* to the Intermediate Distribution Frame (IDF) of Pacific Bell. The California offering is limited to these very narrow circumstances, and thus is not a method of access that will be widely used by CLECs. In fact, no CLECs in California are currently using this arrangement. Nevertheless, pursuant to California PUC order, Pacific makes it available.

Q. WHY DOES AMERITECH ILLINOIS OPPOSE TDS'S REQUEST FOR ADJACENT LOCATION ACCESS?

A. TDS is attempting to impose upon Ameritech Illinois an interconnection arrangement that is inefficient and wasteful, and may impede other CLECs from competing.

Q. IS THE LANGUAGE PROPOSED BY TDS FOR THE ADJACENT LOCATION METHOD CONSISTENT WITH THE OFFERING IN PACIFIC?

A. No. Although TDS claims that it is entitled to the Pacific Bell offering, it seeks a whole lot more. Furthermore, the characterization of its changes as minor is a gross understatement. TDS wants to greatly expand the Adjacent Location offering beyond the limited circumstance of interconnecting from the CLEC's premises to the ILEC's IDF via copper, which is all that is contemplated by the Pacific Bell offering. TDS not only wants to add fiber and coaxial as eligible

cable, it wants to determine how and where that cable will be connected to Ameritech Illinois. Given the scarce entrance facilities available to the ILEC and CLECs alike, TDS's attempts to expand Adjacent Location are ill-advised. Moreover, TDS's proposal is at odds with Ameritech Illinois' right to design and manage its network.

Q. WHY DOES AMERITECH ILLINOIS OPPOSE THESE CHANGES?

A. What TDS proposes would completely change the California Adjacent Location offering and threatens to further deplete the scarce entrance facilities that Ameritech Illinois must make available to all CLECs. As framed in California, the circumstances under which a CLEC could avail itself of Adjacent Location are limited to copper cable and interconnection at the IDF, in order to minimize the impact on the ILEC and other CLECs.

If the Commission decides to require Ameritech Illinois to make the Adjacent Location offering available in Illinois, it should only order what was ordered in California – a very limited (albeit inefficient) method of access using a minimum size copper cable to connect the CLEC's premises to the ILEC's IDF. I will discuss the specific changes that TDS wants to make to the Adjacent Location offering below.

TDS-34/40

Q. WHAT IS AN ENTRANCE FACILITY AND ARE ENTRANCE FACILITIES LIMITED?

A. An entrance facility is a structured hole in the foundation wall of a central office that allows the entry of a cable into the building. There are a limited number of cable entrance facilities that the foundation of a building can support. Once all entrance facilities into a structure have been exhausted, the possibility of providing new service from that building is limited. Telecommunication equipment is worthless if it is not 'connected' to the outside world; the entrance facility allows for that connection. The result of exhausting the building's entrance facilities is to effectively exhaust the building in its entirety and close the central office to future collocation.

Q. IS TDS'S PROPOSED LANGUAGE REGARDING METHODS OF ACCESS TO UNES TOO BROAD?

A. Yes, in two regards. First, TDS seeks to add language that would permit it to connect to Ameritech Illinois' UNEs by use of undefined, not-yet-developed means. TDS's overly broad language of "including but not limited to" is unacceptable, because it would allow TDS to use any future mode of connection regardless of its efficiency, safety standards or impact on Ameritech Illinois and to other CLECs. If TDS has some other type of cable in mind, it should identify that cable in its current proposal.

Second, TDS seeks to expand the Adjacent Location method beyond the limited circumstances required in California, which requires interconnection via cable at

the ILEC's IDF. Among other things, TDS wants to be able to use fiber and coaxial, in addition to copper, and to interconnect at any place, not just the IDF.

Q. SHOULD TDS BE ALLOWED 'ADJACENT LOCATION' BY COPPER, COAX AND FIBER?

A. No. As stated previously, the FCC and the ICC have ruled that Adjacent Structure Collocation only occurs on the ILEC's premises. Therefore, TDS should not be awarded "Adjacent Location." However, if it were to be required, it ought to be subject to the same narrow uses permitted in California. TDS seeks to greatly expand the California offering beyond copper interconnection at the IDF. TDS's proposal would require Ameritech Illinois to provide equipment directly for TDS's benefit, which Ameritech Illinois is not required to do under the Act. Specifically, since UNE loops can only be accessed by copper cable at the IDF, TDS's request to use coax or fiber would require Ameritech Illinois to mux the UNE loops up to a level so that they could be carried on coax or fiber. Moreover, using fiber and coaxial will greatly increase the burden on Ameritech Illinois' already overburdened central office facilities.

TDS-35

Q. SHOULD TDS BE ALLOWED TO CONNECT WITH SMALLER THAN A 600 PAIR COPPER CABLE?

A No. As I explained earlier, entrance facilities are scarce resources and Ameritech Illinois manages these resources to maximize the use of them. Nevertheless, the California Commission ordered Pacific Bell to offer Adjacent Location access using copper. If this Commission requires Ameritech Illinois to offer Adjacent Location, TDS should be required to maximize the efficiency of the copper cable

as CLECs are required to do in California. Thus, TDS should be required to use a minimum 600 pair copper cable. TDS's request that there be no restriction on copper cable size would further underutilize entrance facilities by using smaller copper cable. While copper cables with less than 600 pairs are smaller, they still occupy a full ~~inner~~duct. To meet the same capacity as a 600 pair cable, three 200 pair cable and therefore three ~~inner~~ducts would be used, to the exclusion of any other carriers. Thus, TDS would be further wasting central office entrance facilities.

TDS-36

Q. DO YOU AGREE WITH TDS WITNESS MR. LAWSON THAT TDS'S LIABILITY FOR SPECTRUM INTERFERENCE SHOULD BE LIMITED TO THAT CAUSED DIRECTLY BY ITS CABLES? (LAWSON DIRECT AT PAGE 8.)

A. No, I do not. TDS does not dispute that it should be responsible for spectrum interference it causes, but then proposes language that would evade that responsibility. Clearly, the liability should include not just TDS's cable, but any facilities and equipment that TDS uses in an Adjacent Location arrangement. TDS tries to obscure the issue by talking about interference by other parties or other equipment or facilities. (Lawson Direct at 8.) The only facilities and equipment involved in this arrangement are TDS's. Lawson's reasoning is a red-herring.

TDS's proposed language removes all responsibility from TDS and negates the entirety of section of 4.5.1. TDS's proposed language makes TDS responsible for "Spectrum Interference caused directly by the cable." But cable does not

cause Spectrum Interference, the signal over the cable causes the Spectrum Interference. This interference could be a result of the type of signal, the type of equipment sending the signal, or the way the signal is being sent. If TDS is allowed to limit its responsibility to only the cable, then TDS is eliminating its ~~their~~ responsibility entirely.

Q. SHOULD TDS BE RESPONSIBLE FOR MANAGING SPECTRUM INTERFERENCE THAT IT CAUSES?

A Yes, the FCC acknowledges the importance of managing spectrum interference and clearly concludes that the party responsible for the interference ought to remedy the problem. In the Collocation Order on Reconsideration (¶ 65), the FCC states "that a carrier that claims its services are being significantly degraded by another carrier's services must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem." The FCC confirms this view in the *Advanced Services Third Report and Order (99-355)*, by stating "that an incumbent LEC need not act as the initial point of contact in all service degradation disputes." (¶ 205.)

Q. TDS ALSO OPPOSES LANGUAGE IN WHICH IT WOULD ACKNOWLEDGE THAT SOME COPPER CABLE IS NOT ADSL OR POTS CAPABLE. WILL COPPER CABLE SUPPORT ALL ADSL OR POTS SERVICE?

A. No. The characteristics of copper cable make it particularly susceptible to parasitic inductance and capacitance. Much like a copper wire wrapped around a nail and attached to a battery induces an electro-magnetic field, copper cable induces an electro-magnetic field around itself. The power used to transmit a signal through copper cable will induce electro-magnetic fields into the

surrounding copper pairs degrading signals in nearby circuits. Depending on the power levels, type of signals, and cable pair assignment of those signals, all pairs of a copper cable may not be able to be effectively utilized.

Despite this, TDS objects to language in the agreement that would acknowledge that some copper cable may not support ADSL or POTS. Yet, TDS's testimony and Petition offer no explanation as to why it takes this position.

TDS-38

Q. DOES AMERITECH ILLINOIS HAVE THE RIGHT TO DETERMINE THE POINT OF TERMINATION FOR CLEC FACILITIES?

A. Yes. As the property owner, Ameritech has the right to exercise control over its own property. TDS's position is at odds with the right of the ILEC to design and manage its central office space in the manner it chooses, as provided by the FCC (*Second Report and Order*, ¶ 324). TDS's request is tantamount to requesting Ameritech Illinois to modify its network to suit TDS. Clearly, the FCC does not require an ILEC to do so. Moreover, TDS's language seeking connection at any "other point of termination" is so broad that it requires Ameritech Illinois to attempt interconnection with TDS at technically infeasible points. TDS is attempting to obtain preferential terms and conditions compared to other CLECs.

Q. IS MR. LAWSON CORRECT WHEN HE STATES THE "THE IDF RESIDES WITHIN THE CLEC COLLOCATION AREA AND THE CLEC IS RESPONSIBLE FOR BRINGING TERMINATIONS TO THE AMERITECH MDF, DSX AND LGX DESIGNATED POINTS TO TERMINATE FOR PURPOSES OF CONNECTING THE UNES"? (LAWSON DIRECT AT PAGE 10.)

A. No. Contrary to Mr. Lawson's statement, Ameritech Illinois delivers UNEs to TDS and a third-party vendor is hired to connect the UNEs.

TDS-39

Q. IS TDS'S REQUEST FOR MULTIPLE ENTRANCE FACILITIES FOR VARIOUS TYPES OF TELECOMMUNICATIONS CABLE UNREASONABLE?

A. Yes. TDS's proposal is unreasonable as it would waste – unnecessarily – as many as six separate conduit entrances that other competitors could utilize. TDS proposes two entrances for each type of facility that they propose: copper, coax and fiber. In addition, TDS's position of allowing for yet untested/standard technologies by adding language "*including but not limited*" could further accelerate entrance facility exhaustion in Illinois. TDS's request for so many entrance facilities simply magnifies the entrance facility exhaustion problems. In order to assure all competitors have equal access to Ameritech Illinois' limited/scare entrance conduit resources, TDS's language should be rejected.

TDS-66

Q. DOES AMERITECH ILLINOIS HAVE THE RIGHT TO EXERCISE CONTROL OVER THE DESIGN, CONSTRUCTION AND PLACEMENT OF ADJACENT STRUCTURES?

A. Yes, the D.C. Circuit and the FCC (in its *Advanced Service Order ("ASO")* (¶ 44) and *Second Report and Order*, (¶ 324)) both recognize that the ILEC, as the

property owner, has the right to exercise reasonable control of design and planning of physical collocation.

Q. PLEASE RESPOND TO MR. LAWSON'S ASSERTION THAT "LOCAL, STATE AND NATIONAL STANDARDS THAT APPLY TO THE CONSTRUCTION OF BUILDINGS AND UNDERGROUND STRUCTURES" ARE SUFFICIENT. (LAWSON DIRECT AT PAGES 15-16.)

A. In Section 4.1.4.1, Ameritech Illinois proposes to retain its right to exercise control over the design, construction, and placement of the adjacent structure, as provided by federal law. Mr. Lawson does not give any reason why Ameritech Illinois should be required to give up this right, or identify what governmental standards he is talking about.

Q. MR. LAWSON ALSO CITES TO THE AMERITECH INTERCONNECTOR'S COLLOCATION SERVICE HANDBOOK AS SUPPORT FOR HIS POSITION. (LAWSON DIRECT AT PAGE 16.) PLEASE RESPOND.

A. Mr. Lawson's citation to the Ameritech Interconnector's Collocation Service Handbook for Physical Collocation (CLEC Handbook) is unavailing. He quotes as follows:

> 1.1.4 Adjacent Space Collocation Ameritech will permit Collocators to construct or otherwise procure such adjacent structure, subject only to reasonable safety and maintenance requirements, and zoning and other state and local regulations.

The purpose of the Handbook is to serve as an informational guide for CLECs, and in no way represents, nor could it reasonably represent, every component of the parties' contract, or state and federal law that applies to collocation. The

handbook does not replace the parties' interconnection agreement. Nor does the Handbook relinquish Ameritech Illinois' rights under the law.

In fact, as stated in the TDS/Ameritech Illinois Appendix Collocation:

> 8.12 **The terms and conditions expressly set forth in this Appendix shall control** in the event of an irreconcilable conflict with the Collocation Services Handbook, Collocation website(s) and the TP 76300MP, or the TP76200MP (including any modification to any of them that can be objected to under this Section 8.11, regardless of whether CLEC objected to such modification) in the **SBC-13STATE**s.

(Emphasis added.)

In addition, it is worth noting that the paragraph Mr. Lawson supplies is derived from the *ASO* (¶ 44). Putting Mr. Lawson's narrow focus in its full context, the rest of ¶ 44 of the *ASO* states:

> "Because zoning and other state and local regulations may affect the viability of adjacent collocation, and because the incumbent LEC may have a legitimate reason to exercise some measure of control over design or construction parameters, we rely on state commissions to address such issues. In general, however, the incumbent LEC must permit the new entrant to construct or otherwise procure such an adjacent structure, subject only to reasonable safety and maintenance requirements."

Ameritech Illinois' language is completely consistent with the FCC's statements. Moreover, it is entirely consistent with the notion that the State Commission, not a CLEC such as TDS, should address the viability of adjacent collocation and the issues concerning "control over design or construction parameters" of adjacent structures.

Q. TDS ALSO OPPOSES AMERITECH ILLINOIS' PROPOSED LANGUAGE THAT PROVIDES THAT EQUIPMENT INSTALLED WITHIN THE ADJACENT STRUCTURE WILL BE SUBJECT TO THE SAME RESTRICTIONS THAT APPLY TO OTHER FORMS OF COLLOCATION. SHOULD AMERITECH ~~WISCONSIN~~ ILLINOIS BE REQUIRED TO ALLOW EQUIPMENT TO BE INSTALLED IN ADJACENT ON-SITE COLLOCATION STRUCTURES THAT IS NOT NECESSARY FOR INTERCONNECTION OR ACCESS TO UNES?

A. No. As stated previously, Ameritech Illinois is only required to permit collocation of equipment necessary for interconnection or access to UNEs. Adjacent on-site collocation is still collocation. TDS also opposes Ameritech Illinois' language that states that the same restriction that apply within the central office ought to apply for Adjacent Structure Collocation. The same provisions of the Act that govern what type of equipment may be collocated within a central office building apply to adjacent structure collocation on the premises of the central office.

Q. SHOULD THE PROVISIONS IN THE PARTIES' INTERCONNECTION AGREEMENT THAT GOVERN ADJACENT STRUCTURE COLLOCATION BE THE SAME AS THOSE GOVERNING COLLOCATION INSIDE AMERITECH ILLINOIS CENTRAL OFFICES?

A. Yes. The FCC was clear that Adjacent Structure collocation is a form of physical collocation subject to the same rules and requirements as physical collocation within the central office. As such, TDS's wish to have a different set of rules for Adjacent Structure collocation is clearly contrary to the FCC's requirements. TDS has not presented any rationale why different rules should apply.

TDS-71/73

Q. IS AMERITECH ILLINOIS REQUIRED TO PROVIDE FLOOR PLANS TO THE CLEC IN CASES OF SPACE DENIAL?

A. No. To my knowledge there is nothing in any FCC order which requires Ameritech Illinois to provide floor plans to the CLEC in such circumstances. The only circumstance under which Ameritech Illinois is required to provide floor plans at all is when collocation is denied because of space exhaustion. In such cases, Ameritech is required to provide floor plans to the State commission, but not to the CLECs. (*706 Order*, ¶ 57; 47 C.F.R. 51.321(f)).

Q. WILL TDS BE ALLOWED TO TOUR AN AMERITECH ILLINOIS PREMISE IF COLLOCATION HAS BEEN DENIED BASED ON SPACE AVAILABILITY?

A. Yes. The FCC has provided that, where an ILEC denies a request for physical collocation based on space availability, the ILEC must permit the CLEC to tour the premises. Ameritech Illinois fully complies with that requirement.

Q. SHOULD TDS DICTATE THE INFORMATION THAT AMERITECH ILLINOIS WILL PROVIDE TO THE COMMISSION IF A COLLOCATION REQUEST IS DENIED BECAUSE A LACK OF SPACE?

A. No. The *Local Competition First Report and Order* requires incumbent LECs that deny requests for physical collocation on the basis of space limitations to provide the State commission with detailed floor plans or diagrams of their premises. TDS does not have the right to dictate the documentation the State Commission does or does not receive. Nor does its Petition or testimony provide any rational for the requested information.

TDS does have the right to tour the premises where space was denied. If, after the tour of the premises, TDS disagrees about whether space limitations at that premise make collocation impractical, then TDS may present its arguments to the State Commission. It is the Illinois Commission that evaluates whether the denial of physical collocation was justified and resolves any disputes over space availability, and thus it should be the Commission that determines what information it will need from Ameritech Illinois. TDS's attempt to dictate additional requirements is unnecessary and unreasonable.

Q. UPON DENIAL OF SPACE DUE TO SPACE EXHAUSTION, SHOULD AMERITECH ILLINOIS BE REQUIRED TO PROVIDE TDS WITH THE EXTENSIVE DOCUMENTATION THAT TDS PROPOSES?

A. No. TDS is allowed to inspect the premises where it was denied Collocation. If TDS believe that collocation is being denied unjustly, then TDS may dispute the denial of collocation before the Illinois Commission.

TDS may also request a space availability report. The space availability report provides the amount of collocation space available at each requested premises, the number of collocation space available at each requested premises, the number of collocators, and any modifications in the use of the space since the last report. The report must also include measures that the incumbent LEC is taking to make additional space available for collocation to a CLEC.

TDS provides a laundry list of information but does not explain how any of it is necessary to a determination if space is available. TDS's recourse upon denial of

space should not be a free chance to examine Ameritech Illinois' detailed and highly confidential business plans and network data.

I would also note that the Wisconsin Commission (in the TDS arbitration) recently agreed with Ameritech that TDS's request was unreasonable. In its Arbitration Award, the Wisconsin Commission reasoned:

> The language proposed by TDS is not limited and appears to require Ameritech to comply regardless of the circumstances. Even if the requirement is limited to instances where TDS has been denied collocation space, section 5.3.2 affords TDS the opportunity to contest the issue and the Commission, as a neutral party, will have access to the information described in order to make a determination regarding the validity of the denial.

Also, the FCC's ruling in ¶ 57 of its *Order on Reconsideration* supports Ameritech Illinois language.

Q. IS MR. LAWSON'S CONCERN ABOUT REDUCING THE NUMBER OF DISPUTES BEFORE THE COMMISSION VALID? (LAWSON DIRECT AT PAGE 17.)

A. No. Ameritech Illinois continues to make all good faith efforts to carefully scrutinize each claim of space exhaustion that is made. Ameritech Illinois meets with representatives of the CLEC that were denied Collocation due to space constraints and provides tours of the entire premises in question.

Q. DO YOU AGREE WITH MR. LAWSON THAT PROVIDING THIS INFORMATION TO CLECS WILL NOT CAUSE AMERITECH ILLINOIS ANY HARDSHIP? (LAWSON DIRECT AT PAGE 17.)

A. No. Any time space is denied to a CLEC on an Ameritech Illinois premises, Ameritech Illinois incurs expenses to fulfill the federal requirement of providing the State Commission with the necessary information. Providing this and other

information to third parties will only increase that expense. Moreover, although Mr. Lawson tries to dismiss Ameritech Illinois' concerns about the confidential nature of these materials by saying they will be covered under a non-disclosure agreement (Lawson Direct at page 17), disclosure of proprietary information is always a concern for Ameritech Illinois. Neither TDS, nor any CLEC, has a need or a right to this information, which discloses highly confidential information about Ameritech Illinois' network and equipment which could be used by TDS to its commercial advantage.

Q. SHOULD A DENIAL OF COLLOCATION, DUE TO SPACE, JUSTIFY TDS'S REQUEST FOR ELABORATE DETAILS ABOUT AMERITECH ILLINOIS' OPERATIONS?

A. No. Mr. Lawson states that extensive information that TDS seeks would be a "starting point for determining the issue of space exhaustion with the intent of reducing the number of 'dispute resolution' events." (Lawson Direct at page 17.) Mr. Lawson's altruistic gesture that he is trying to reduce dispute resolution events is rather hollow in view of the fact that TDS is attempting to force unreasonable conditions upon Ameritech Illinois that are contrary to the FCC's rules and requirements for collocation.

Moreover, the documentation required by California is onerous and may very well exceed what the Illinois Commission requests. Requiring it to be provided to TDS is not justified.

TDS-78

Q. SHOULD TDS BE ABLE TO COLLOCATE ANY TYPE OF EQUIPMENT IN AMERITECH ILLINOIS CENTRAL OFFICES AGAINST THE WISHES OF AMERITECH ILLINOIS?

A. No. The federal rule that allows the taking of Ameritech Illinois' property does so only for the purpose of allowing the collocation of equipment *necessary* for interconnection or access to UNEs. Under the Act, CLECs can only *collocate equipment that is necessary* for a CLEC to interconnect to or access Ameritech Illinois' unbundled network elements ("UNEs"). In the *GTE* decision by the D.C. Circuit Court, the Court ~~they~~ equated 'necessary' with 'indispensable,' and the FCC specifically prohibited the placement of equipment that is used solely for switching or enhanced services, including stand-alone switches regardless of their functionality. The TDS language is too broad and would violate the current federal rules and requirements regarding ~~for~~ which equipment an ILEC must allow a CLEC to collocate.

Q. DOES AMERITECH ILLINOIS ALLOW COLLOCATION OF EQUIPMENT THAT IS NOT "NECESSARY" FOR INTERCONNECTION OR ACCESS TO UNES?

A. Yes. Ameritech Illinois *voluntarily* allows CLECs to place in its premises certain ancillary equipment solely to support and be used with equipment that the CLEC has legitimately collocated in the same premises. Ancillary equipment is not "necessary" for interconnection or access to UNEs and cannot be required. Therefore, cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, cabinets for spares, and potential other ancillary equipment may be placed in Ameritech Illinois premises solely to

support other legitimately collocated equipment, on a non-discriminatory basis, only if Ameritech Illinois and CLEC mutually agree to such placement.

Ameritech Illinois voluntarily allows collocation of remote switch modules ("RSMs") solely under the following conditions: (1) RSM may not be used as a stand-alone switch; it must report back to and be controlled by a CLEC identified and controlled (i.e., CLEC owned or leased) host switch, and direct trunking to the RSM will not be permitted, and (2) the RSM equipment must be used only for the purpose of interconnection with the Ameritech Illinois network for the transmission and routing of telephone exchange service or exchange access or for access to the Ameritech Illinois unbundled network elements for the provision of a telecommunications service.

Q. WHAT PROVISIONS SHOULD BE INCLUDED TO SPECIFY THE TYPE OF EQUIPMENT THAT MAY BE COLLOCATED?

A. The current law for which equipment may be collocated is specified in the FCC's rule 51.323 (b)(1&2) & 51.323 (c). In Sections 6.1 through 6.8 of the Appendix Collocation, Ameritech Illinois proposes language that sets forth a clear understanding of what equipment may be collocated because it is either necessary *or* voluntarily offered by Ameritech Illinois. TDS proposes to gut section after section of Ameritech Illinois' proposed interconnection agreement relating to the type of equipment that can be collocated and substitute language which is overly simplistic and inadequate. Ameritech Illinois' proposed language provides important terms relating to the type of equipment for which Ameritech Illinois is required to permit collocation, as well as equipment for which it has voluntarily

agreed to allow collocation. These terms are fully consistent with the 1996 Act and FCC regulations. TDS attempts to undermine Ameritech Illinois' clear terms with ambiguous language.

Q. MR. LAWSON AGAIN CITES THE COLLOCATION SERVICE HANDBOOK. (LAWSON DIRECT AT PAGE 18.) DOES THE AMERITECH/TDS INTERCONNECTION AGREEMENT SUPERCEDE THE COLLOCATION SERVICES HANDBOOK?

A. Yes. The handbook is an SBC job aid/operational document containing general equipment language which has little bearing on this proceeding. In addition, TDS fails to cite language in this TDS/Ameritech Illinois Interconnection Agreement, Appendix Collocation, which states:

> 8.12 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, Collocation website(s) and the TP 76300MP, or the TP76200MP (including any modification to any of them that can be objected to under this Section 8.11, regardless of whether CLEC objected to such modification) in the **SBC-13STATE**.

TDS-80

Q. SHOULD TDS BE PERMITTED TO COLLOCATE EQUIPMENT PENDING A DISPUTE ABOUT WHETHER SUCH EQUIPMENT MAY LAWFULLY BE COLLOCATED?

A. No. TDS is clearly counting on the principle that it is easier to get forgiveness than permission. Under TDS's argument, it should be allowed to collocate a stand-alone switch pending dispute resolution. This is unreasonable. TDS must follow the law just as the ILEC and every other CLEC. Collocation is limited by

the Act to placement of equipment that is *necessary* for interconnection or access to UNEs.

Q. WHAT IS AMERITECH ILLINOIS' PROPOSED LANGUAGE REGARDING COLLOCATION OF EQUIPMENT PENDING A DISPUTE ABOUT WHETHER THE EQUIPMENT MAY BE COLLOCATED?

A. As stated above, the current law regarding which equipment may be collocated is specified in the FCC's rule 51.323 (b)(1&2) & 51.323 (c). With these rulings in mind, Ameritech Illinois has modified its proposed language to reflect a position which Ameritech Illinois feels should resolve this issue. Should a dispute concerning CLEC placed equipment arise. Ameritech Illinois agrees that if (i) the equipment is already in the collocation space, (ii) it is there because Ameritech Illinois allowed it in (as opposed to having been slipped-in or placed due to CLEC falsified records). and (iii) Ameritech Illinois' objection is that the equipment isn't eligible for collocation because it isn't necessary for interconnection or access to UNEs (as opposed to safety concerns), then the equipment may be allowed to remain collocated while the dispute is being resolved. On the other hand, if the equipment has not yet been placed in the central office, it will not be able to be collocated while the dispute resolution process is pursued. In this way, while the parties pursue resolution of their dispute. the status quo shall remain in effect.

TDS-90/92

Q. WHAT IS THE PARTIES' DISPUTE REGARDING PAYMENT OF UPFRONT COLLOCATION COSTS?

A. TDS claims that it needs 14 days to process a down payment check. (Lawson Direct at pages 20-21.) TDS's position is unreasonable. Ameritech Illinois only has 90 days, *from the date of the initial request*, to provision most collocation

arrangements. TDS's proposed language gives 10 days for Ameritech Illinois to respond to the application *plus* an additional 14 days for TDS to send in the Central Office Build Out (COBO) payment. Under TDS's proposal, TDS would not have to pay any money until day 24 of the 90 day interval – nearly 1/3 of the entire period Ameritech Illinois has to process the application *and* provision the space.

It is unfair to ask Ameritech to front the costs of preparing the collocation space and run the risk that TDS will decide, at day 24, that it does not want to proceed. Nor is it reasonable to expect that Ameritech Illinois can hold off on performing the work until it receives the COBO payment – the 90 day interval is already short enough; to cut it to 66 days would be patently unfair. Moreover, TDS has not explained why TDS needs more time to process a check than it needs to process a business decision to confirm, in writing, that Ameritech Illinois should continue to invest resources in preparing a collocation space. If TDS is not serious about occupying the space for collocation, then TDS should not submit an application.

Q. SHOULD AMERITECH ILLINOIS BE REQUIRED TO START THE PROVISIONING PROCESS FOR COLLOCATION BEFORE TDS MAKES A FINANCIAL COMMITMENT?

A. No. Ameritech Illinois employees immediately begin the processing of an application through multiple departments, processes and systems. As soon as an application is received, personnel, processing and materials costs are incurred and continue to be incurred throughout the application and provisioning process. The 10 business day application process interval involves the following steps that are taken by Ameritech Illinois:

- CLEC submits an accurate and complete application.
- Ameritech Collocation Services personnel immediately review the application for accuracy and completeness
- Data entry personnel type the application into the computer program and again verify the mechanized application for accuracy
- Ameritech clerical personnel use computer, scanners, fax machines to document and communicate this pending application to multiple network departments
- Various network teams review the application
- Floor Space Planning personnel review each application's location to verify space availability
- Floor Space Planning personnel enter the appropriate information on the Space Verification forms and forwards it to upstream departments
- Collocation Services personnel are advised of space availability for the collocation request.
- Network Sale Support, Floor Space Planning, and Network Engineering analyze and incorporate these pending applications into their individual work schedules.
- Collocation Service personnel receive the space availability information, personnel inputs information and prepares 10-Day Notification letters to the CLEC.

Q. DOES AMERITECH ILLINOIS PROVIDE CLECS A GRACE PERIOD FOR PAYMENT OF COBO?

A. Yes. As described above, Ameritech Illinois responds to the CLEC application within 10 business day. CLECs then have 7 business days to accept the quote. Additionally, Ameritech Illinois provides a "grace" period of 5 business days after the seven days. This grace period permits additional time to confirm the collocation request and pay the COBO fee without the application being cancelled. TDS unreasonably requests a 14 day grace period, which is 9 more

days than provided to any CLEC. To the best of my knowledge, all CLECs collocated in Ameritech Illinois have accepted this payment schedule.

Q. UNDER THE EXISTING AGREEMENT HAS TDS DEMONSTRATED ITS ABILITY TO MAKE COBO PAYMENTS WITHIN THE EXISTING INTERVAL?

A. Indeed, exhibits 1 and 2 (attached hereto) show TDS is able to remit its COBO payments within as few as four days (showing that TDS received a request for a 25% COBO payment on June 26, 2000, and that TDS made this COBO payment four days later, on June 30, 2000.) TDS has shown no basis for denying Ameritech Illinois' reasonable request that an upfront 50% payment be made within the 7 days it takes TDS to confirm its collocation request in writing.

Q. SHOULD AMERITECH ILLINOIS BE ALLOWED TO EXTEND PROVISIONING INTERVALS WHEN CLECS 'DUMP' COLLOCATION REQUESTS ON AMERITECH ILLINOIS?

A. Yes. Dumping is the process where a CLEC submits an unreasonably high number of applications to a ILEC within a given time period. Ameritech Illinois' proposed fairly provides for additional time to respond to collocation applications when there is an unusually high number of applications *by the same CLEC* in a short period of time.

Mr. Lawson, on the other hand, blindly clings to the default intervals set by the FCC. (Lawson Direct at pages 22-23.) His reliance is faulty. First of all, the intervals in the *Order on Reconsideration* are default intervals, and the FCC has granted state commissions discretion to impose shorter or longer intervals. Moreover, these intervals have since been waived by the FCC. Lawson presents

no argument whatsoever why extending intervals is not warranted when CLECs 'dump' collocation requests on an ILEC. As the FCC states in the *Order on Reconsideration*, an extraordinary number of applications within a limited time frame warrants longer intervals. (*Order on Reconsideration*, ¶24.)

Finally, it is important to keep in mind that TDS has control over the timing of its collocation applications. If it wants to ensure that it is not subject to staggered construction intervals, it may space them out to avoid this. Ameritech Illinois, on the other hand, does not and cannot determine when an application will be filed.

Q. HAVE OTHER COMMISSIONS GIVEN ILECS ADDITIONAL TIME TO PROCESS MULTIPLE APPLICATIONS BY A SINGLE CLEC IN THE SAME TIMEFRAME?

A. Yes. Ameritech Illinois' proposal fairly provides for additional time to respond to collocation applications when there is an unusually high number of applications in a short period of time and is similar to what other state Commissions have approved. For instance, this approach was adopted by the Texas Commission to prevent CLECs from dumping applications on an ILEC and clogging the collocation process. The Texas Commission, consistent with the *ASO*, expanded the requirements to include a graduated approach to provide for multiple reports. The Texas Commission felt this was a necessary approach to protect other CLECs and the ILEC from the proliferation of "dumping" that was occurring in Texas, and put an end to this competitively harmful practice of CLECs. Additionally, CLECs in Kansas stipulated to such staggering in the Kansas Tariff and this approach has been accepted by the public utility commissions in Illinois, as well as Oklahoma, Texas, California, Connecticut and Michigan.

Additionally, the FCC's *Order on Reconsideration* at para. 37 specifically grants states authority to deviate from the FCC's collocation intervals, if the ILEC demonstrates why a deviation is necessary. Ameritech Illinois has done so here. This is a reasonable accommodation to permit Ameritech Illinois sufficient time to consider all requests from TDS in the event TDS files many requests at the same time.

Q. HAS THE ICC APPROVED AMERITECH ILLINOIS' TARIFF INTERVALS ADDRESSING "DUMPING"?

A. Yes. Ameritech Illinois' Collocation Tariff contains the following Terms and Conditions in Section 11(b):

The Company shall deliver a Collo Response as to the availability of space to Requesting Carrier within the following intervals, which intervals commence on the day after the Company receives a complete and accurate Collo Order:

Number of Collo Orders Submitted within Five (5) Business Days	Collo Response Interval
1-5	Ten (10) Business Days
6-10	Fifteen (15) Business Days
11-15	Twenty (20) Business Days

If Requesting Carrier submits sixteen (16) or more Collo Orders within five (5) Business Days, the Collo Response Interval will be increased by five (5) Business Days for every five (5) additional Collo Orders or fraction thereof.

Similarly, Section 14(f) of the Collocation Tariff provides extended construction intervals in the event of a large number of collocation applications from the same CLEC.

TDS-91

Q. SHOULD THERE BE LONGER CONSTRUCTION INTERVALS WHEN EXPANDING AN EXISTING POWER PLANT OR BUILDING A NEW ONE?

A. Yes. According to Ameritech Illinois' vendor bids and estimates, power manufacturers and vendors need 180 days for both a major power expansion or a new power plant. They need roughly 90 days to manufacture the product and 90 additional days to ship, install, test, and turnover the power plant. Furthermore, to protect its network and other CLECs, Ameritech Illinois only allows work on power between 11 p.m. and 6 a.m. This limited maintenance window and the long delivery time for parts unavoidably increases the actual construction interval.

Also, power arrangements are provided from a Battery Distribution Fuse Bay ("BDFB") which is cabled directly from the Power Distribution Board ("PDB") at the main power plant. As power cables are run farther away from the power source, the power delivery, or level, has to be increased to compensate for power loss over the cable. As the power delivery increases, the cable needed to accommodate it must be larger. Larger cables are exponentially heavier and less flexible than smaller amperage cables. The larger cables take longer to manufacture, are more costly to order, take longer to ship, and are more difficult to install because of their increased weight and inflexibility. Therefore, greater distances between the power plant and the collocation area where the BDFB is being installed will also result in longer construction intervals.

Q. HAVE STATE COMMISSIONS OR THE FCC ADDRESSED THIS ISSUE?

A. Yes. In the TDS/Ameritech Wisconsin Arbitration, the Wisconsin Commission agreed with Ameritech and allowed 180 days to provision collocation arrangements where existing power was not adequate.

In addition, in the *Memorandum Opinion and Order* in CC Docket 98-147, the FCC (at ¶ 13) recognized an interval of 91 business days (roughly 126 calendar days) for major construction projects, with the provision for an additional 20 business days (roughly 28 calendar days) where collocation space is not readily available. The FCC also granted Qwest a 180 day interval for cases involving the installation of power plant. (FCC 00-2528, ¶ 18.)

TDS-93

Q. SHOULD TDS PAY AN APPLICATION FEE FOR AMENDING A COLLOCATION APPLICATION?

A. Yes. In the event that TDS amends its application, Ameritech Illinois will incur additional costs that it is entitled to recover from TDS. As stated earlier, Ameritech Illinois begins processing the ~~that~~ application immediately after a collocation application is received. The Floor Space planners begin determining space requirements and availability. Network Sales Support begins coordinating with other departments to implement the CLEC's requests. Real Estate, Architects, Power Engineers, and Equipment Engineers begin ordering equipment, preparing space, and scheduling contractors. If TDS amends an application, Ameritech Illinois will perform new work and thus incur new costs. It is reasonable to allow Ameritech Illinois to recover these costs.

The language TDS opposes in Section 10.5 of the Collocation Appendix states "The Collocator may also be required to pay additional application fees, if applicable." Mr. Lawson's conjures up a scenario in his testimony where minor updates result in a new application fee (Lawson Direct at pages 24-25.) However, Mr. Lawson ignores that fact that Ameritech Illinois' proposed language requires payment of an application fee only "if applicable." This would not pertain to the wholly administrative changes that TDS cites as an example. On the other hand, if Ameritech Illinois is required to perform additional space planning and engineering work on behalf of TDS as a result of the change in the application, then Ameritech Illinois should be compensated for that work. TDS does not dispute that point.

Q. SHOULD SECTION 10.5 OF THE COLLOCATION APPENDIX REFERENCE SECTION 10.1 OF THE COLLOCATION APPENDIX CONCERNING INTERVALS?

A. Yes. TDS has proposed deleting table 10.1. As stated previously, the Ameritech Illinois language in section 10.1 should be retained and, for the same reasons, the reference to section 10.1 should be retained in section 10.5.

TDS-94

Q. WHAT IS MEANT BY "AUGMENT" IN THE CONTEXT OF COLLOCATION?

A. An augment is a change, or supplement, to an existing Collocation arrangement, as opposed to a modification to a new arrangement still in process.

Q. SHOULD TDS BE RESPONSIBLE FOR 50% OF ANY APPLICABLE NON-RECURRING CHARGES AT THE TIME OF TDS'S REQUEST?

A. Yes. As stated earlier in my testimony, if TDS requests collocation work from Ameritech Illinois then TDS should be responsible for its commitment. In the case of augments, many of which involve intervals less than 90 days, TDS should be required to pay 50% of any applicable non-recurring charges at the time of its application. If Ameritech Illinois is making the financial commitment to handle TDS's collocation request, then TDS should make the same commitment.

Q. HAS THIS COMMISSION ALREADY DECIDED THIS ISSUE?

A. Yes. The Illinois Commerce Commission agreed with Ameritech Illinois that 50% of nonrecurring charges must be submitted along with the complete and accurate application (new and augment requests). Ameritech Illinois' tariff thus provides:

> 11.d Requesting Carrier's written verification shall be accompanied by Requesting Carrier's (and, if applicable, each Resident Collocator's) payment of fifty percent (50%) of all applicable Central Office Build Out ("COBO") fees (the "Initial COBO Payment"). COBO modifications and additions to space described in the proposal will not begin until the Initial COBO Payment has been paid. Delayed payment of the Initial COBO Payment may delay the actual Delivery Date or, if not received by the Company within twenty (20) Business Days of the Company's Collo Response, will result in cancellation of the firm order.
>
> 14. c. For physical collocation arrangements, with the exception of requests for additional space or power exceeding current capacity ratings, provisioning intervals for augments will not exceed sixty (60) Calendar Days from receipt of a complete and accurate Collocation Order, pursuant to the terms of paragraph 11.d above. Provisioning intervals for augments requesting additional space or power will be in accordance with new requests pursuant to 14.a or 14.b above.

TDS-101/102

Q. HOW MUCH NOTICE SHOULD AMERITECH BE REQUIRED TO GIVE PRIOR TO A MAJOR CONSTRUCTION PROJECT?

A. Ameritech Illinois has agreed to give TDS at least five business days notice before undertaking construction in the vicinity of a TDS collocation arrangement or the power plant serving that arrangement~~eage~~. This notice would be provided to keep TDS informed of current activity in the vicinity of TDS's equipment. Such notice is for TDS's informational purposes only, and does not include projects which may affect power to TDS's collocation space (for which a longer notification period is provided.) The need for major construction projects can arise within a matter of days. Five days notice before undertaking these projects is not only timely, but practical. Five days notice adequately informs TDS while giving Ameritech Illinois the flexibility it needs to schedule such projects.

Q. SHOULD THE COLLOCATOR'S HANDBOOK OVERRULE INTERCONNECTION AGREEMENT WHEN NOTIFYING CLECS OF MAJOR CONSTRUCTION PROJECTS OR SCHEDULED AC OR DC WORK?

A. No. The Ameritech Illinois CLEC handbook is not an Interconnection Agreement. Again, Mr. Lawson alleges in his direct testimony (at pages 28-29) that the Collocators Handbook is the final word on when Ameritech Illinois should notify CLECs. As stated previously, the Handbook is simply an aid for CLECs. TDS is attempting to circumvent the negotiations process and incorporate additional language into their agreement from Ameritech Illinois' handbook. Moreover, the handbook makes clear that the 20 day notification period is applicable *only where feasible*. Ameritech Illinois has found the intervals provided for in the handbook

for notification to CLECs of major construction or power work were not feasible and has adjusted them accordingly.

TDS-102

Q. HOW MUCH NOTICE SHOULD AMERITECH BE REQUIRED TO GIVE PRIOR TO SCHEDULED AC OR DC POWER WORK?

A. Ameritech Illinois has agreed to give TDS at least ten business days notice before undertaking major power work that may cause a disruption of power to TDS's collocated equipment. Ameritech Illinois' installation contractors and central office personnel must coordinate their schedules to perform power work during a late evening/early morning maintenance window. Even the 10 day interval has a potential for delaying completion of installation jobs. For instance, schedules may permit power work to be done 5 days from a specific date; but, TDS requires 10 days notice effectively adding 5 days to the construction interval.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

BATES EXHIBIT 1

Docket No. 05-MA-123
Exhibit ___ (CL-3)
Witness: Cliff Lawson
Page 1 of 1

Ameritech

June 26, 2000

Cliff Lawson
TDS Metrocom
Fax No: 608 633-3340

ACOI CLLI: NBRKILNTH33
AON: 2445034574

Recently a representative from your company participated in a walk through at the above referenced Ameritech Central Office to discuss and finalize the work to be performed to provide you with collocation as per your collocation order.

During the walk through extraordinary charges, if applicable, would have been discussed. The following are the estimated extraordinary charges for the above mentioned CO.

There are no extraordinary charges for the above mentioned CO.

The due date of the Ameritech work necessary to provide your collocation node as agreed upon at the walk through is August 26, 2000.

If you are in agreement and wish to proceed, the following charges are due by July 26, 2000 to the below address. These charges reflect 25% of the total COBO charge.

Initial 100 Sq Ft	$7,662.06
Add'l 100 Sq Ft	$2,981.71 per add'l requested

Based on your ACOI request, your total due is $10,643.77 for 200 Sq. Ft. of Physical Collocation space.

Payment must be received by the party listed below under Payment Address by July 26, 2000, or construction on your ACOI location will be delayed and/or canceled.

Payment Address: Ameritech Customer Payment Service
Attn:Nina Higgs Floor 2
804 N Milwaukee
Milwaukee, WI 53202

If you have any questions, please call the Ameritech Information Industries Service Center at 800 924-3666 X2624.

Sincerely,

Nina Higgs
AIIS Collocation Representative

BATES EXHIBIT 2

1212 Deming Way, Suite 350
Madison, WI 53717-1965
Telephone: 608-663-3330
FAX: 608-663-3340

METROCOM

Docket No. 05-MA-123
Exhibit ___ (CL-4)
Witness: Cliff Lawson
Page 1 of 1

June 30, 2000

Nina Higgs
804 North Milwaukee Street
2nd Floor
Milwaukee, WI 53202
Telephone Number: 800.924.3666 Ext. 2804

Re: Central Office Build Out (COBO) - Second Payment

Dear Ms. Higgs,
Please find the enclosed COBO payments for the following offices.

Location CLLI	AON Number	BAN Number	Amount
JNVLWI01H09	244101 0070	414 S67-7087	$14,999.37
BELTWI01H08	244101 0070	414 S67-6081	$14,999.36
LVPKILRNH09	244503 4320	217 S67-4743	$10,643.77
LBVLILLIH19	244503 4570	217 S67-1017	$10,643.77
NCHCILNCH16	244503 4575	217 S67-6972	$10,643.77
NBRKILNTH33	244503 4574	217 S67-0218	$10,643.77
WKGNILWKH17	244503 4576	217 S67-1007	$10,643.77
WLNGILWGH28	244503 4577	217 S67-5812	$10,643.77

Please process the payments accordingly.

Should you have any questions, please do not hesitate to contact me directly at telephone number 608.663.3114, or at e-mail address - kevin.berge@tdsmetro.com.

Sincerely,

Kevin B. Berge
Manager – Network Implementation

cc. Cliff Lawson
Mark Kilzer
Rudy Habelt
Dave Seibel